

# STATE OF NORTH DAKOTA

DEPARTMENT OF HUMAN SERVICES  
STATE HOSPITAL  
2605 CIRCLE DRIVE  
JAMESTOWN, ND 58401

## REQUEST FOR PROPOSAL (RFP)

**RFP TITLE: ELECTRICAL ENGINEERING SERVICES**

**RFP Number: 325-05-06-029**

**Date of Issue: MAY 26, 2005**

**Purpose of RFP:** The procurement of professional electrical engineering services necessary to prepare contract documents and specifications required for repairs to the electrical distribution system on the North Dakota State Hospital campus

Offerors are not required to return this form.

**Procurement Officer:** Steve Brubakken  
State Hospital  
2605 Circle Drive  
Jamestown, ND 58401  
(701) 253-3954

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## **SECTION ONE INTRODUCTION AND INSTRUCTIONS**

### **1.01 Purpose of the RFP**

The Department of Human Services, State Hospital, hereafter known as “purchasing agency” is soliciting proposals for the procurement of professional electrical engineering services necessary to prepare contract documents and specifications required for repairs to the electrical distribution system on the North Dakota State Hospital campus.

### **1.02 Contact Person, Telephone, Fax, E-mail**

**PROCUREMENT OFFICER:** Steve Brubakken  
**PHONE:** (701) 253-3954  
**FAX:** (701) 253-3938  
**TTY Users call:** 1-800-366-6888 (Relay North Dakota)  
**E-MAIL:** brubas@state.nd.us

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

### **1.03 RFP Schedule**

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

<b>RFP ISSUED:</b>	May 26, 2005
<b>PRE-PROPOSAL CONFERENCE:</b>	Tuesday, June 14, 2005 @ 1:00 p.m. Administrative Conference Room 2 <sup>nd</sup> Floor of Learning Resource Center State Hospital Campus
<b>DEADLINE FOR RECEIPT OF QUESTIONS</b>	Wednesday, June 15, 2005 @ 1:00 p.m.
<b>RFP OPENING:</b>	Monday, June 20, 2005 @ 3:00 p.m.
<b>INTERVIEW OF FIRMS:</b>	June 23 – June 24, 2005
<b>ISSUE INTENT TO AWARD:</b>	July 1, 2005
<b>AWARD OF CONTRACT:</b>	July 8, 2005
<b>CONTRACT START DATE</b>	July 11, 2005

#### **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Offerors must submit four copies of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

**DEPARTMENT OF HUMAN SERVICES  
NORTH DAKOTA STATE HOSPITAL  
Request for Proposal (RFP): ELECTRICAL ENGINEERING SERVICES  
RFP Number: 325-05-06-029  
2605 CIRCLE DRIVE  
JAMESTOWN, ND 58401**

Proposals must be received by the purchasing agency at the location specified no later than 3:00 P.M. Central Time on Monday, June 20, 2005. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

#### **1.05 Assistance to Offerors with a Disability**

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

#### **1.06 Deadline for Receipt of Questions and Objections**

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

## **1.07 Approved Vendor Registration Requirements**

N.D.C.C. § 54-44.4-09 requires vendors that desire to submit bids or proposals for state contracts to become approved by registering with the North Dakota Secretary of State and Office of Management and Budget, State Procurement Office.

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 925-31 Electrical Engineering Services.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>.

Contact the Vendor Registry Office at 701-328-2773 or [infospo@state.nd.us](mailto:infospo@state.nd.us) for assistance.

The successful offeror must register and become approved within 60 calendar days from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

## **1.08 Pre-Proposal Conference**

A pre-proposal conference will be held at 1:00 p.m., Tuesday, June 14, 2005 in the Administrative Conference Room, 2<sup>nd</sup> Floor of Learning Resource Center on the State Hospital Campus, Jamestown, North Dakota. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

A site inspection of the Electrical Distribution Building will be conducted to provide interested firms the opportunity to obtain first-hand knowledge of services to be performed, to review existing conditions, and to obtain independent measurements and observations, prior to submitting a proposal.

Attendance at this pre-proposal conference is mandatory. Failure to attend the pre-proposal conference will automatically disqualify any firm from consideration on this project.

Offerors with a disability needing accommodation should contact the procurement officer by calling (701) 253-3954 (TTY Users Call: 1-800-366-6888, Relay North Dakota) before the date set for the pre-proposal conference so that reasonable accommodation can be made.

## **1.09 Amendments To The RFP**

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

### **1.10 Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09 and § 54-44.7-03.

The Request for Proposal and any amendments to the RFP will be posted on the following website:  
<http://www.state.nd.us/humanservices>.

### **1.11 Letter of Interest**

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

## **SECTION TWO SCOPE AND SCHEDULE**

### **2.01 Scope of Work**

#### **Overview**

To provide professional electrical engineering services necessary to prepare contract documents and specifications required for repairs to the electrical distribution system on the North Dakota State Hospital campus.

Professional services include, **but are not limited to:** Preliminary Design Development, Preparation of Construction Plans and Specifications, Advertisement of Project, Obtain Bids and Oversee Bid Opening, Preparation of Construction Contracts, Administration of Project, Approval of Contractor Payments, and Periodic/Final Inspections.

#### **Description of Specific, Results-Oriented Tasks**

The offeror will indicate how it intends to achieve the results identified in the Overview above. List any essential, results-oriented tasks necessary to achieve the desired results.

#### **Safety Requirements/Risk Management**

The successful offeror will be granted access to the Electrical Distribution Building upon the completion of a signed agreement and a review of the **Safety Requirements for Contractors Working on North Dakota State Hospital property.**

### **2.02 Prior Experience**

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

- Offerors must have at least three years experience in the field of electrical engineering. Qualifications of all professional personnel that will be performing services shall be provided with the offeror's proposal.
- Offerors must provide a list of references, identifying previous projects that the firm has performed within the past three years, which demonstrate the firm's competence in performing similar work required in this project. Provide the project name, location, date and contact person.

### **2.03 Required Licenses**

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

Offeror shall provide current copies of all licenses or certifications required to be held by the N. D. Century Code § 43.19 and the N. D. Board of Professional Engineers and Land Surveyors.

### **2.04 Federal Requirements**

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.



## 2.05 Contract Schedule

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- Contract start: July 11, 2005
- "Kick off" conference: July 11, 2005
- Contractor submits preliminary designs: July 25, 2005
- Contractor submits construction plans / specifications: August 1, 2005
- Project advertisement: August 8, 2005
- Bid Opening: August 29, 2005
- Preparation of Construction Contracts: September 5, 2005
- Construction Period and Oversight: September 12 – December 31, 2005

## **SECTION THREE GENERAL CONTRACT INFORMATION**

### **3.01 Contract Term and Extension**

The State intends to enter into a contract with an effective date beginning July 12, 2005 and ending December 31, 2005.

The State reserves the right to extend the contract period for an additional period of time, not to exceed six months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

### **3.02 Standard Contract Provisions**

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

### **3.03 Proposal as a Part of the Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### **3.04 Additional Terms and Conditions**

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### **3.05 Supplemental Terms and Conditions**

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **3.06 Contract Approval**

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

### **3.07 Contract Changes - Unanticipated Amendments**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

### **3.08 Taxes and Taxpayer Identification**

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information.

### **3.09 Proposed Payment Procedures**

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

### **3.10 Contract Personnel**

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

### **3.11 Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **3.12 Termination for Default**

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

## **SECTION FOUR**

### **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

#### **THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

##### **4.01 Company Profile, Project Team Description:**

Thirty Percent (30%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a. Project Team make up and their qualifications. Who represents your firm throughout the project.
- b. Do resumes demonstrate backgrounds that would be desirable for individuals engaged in the work outlined for this project?
- c. Who will be the project coordinator for your firm?
- d. Does your firm have additional professional staff who can provide backup to these individuals in order to keep this project on schedule
- e. Do the individuals assigned to the project have experience on similar projects?
- f. Describe similar projects completed by your Project Team, specifically projects completed by individuals that will be assigned to work on this project.
- g. Describe your Project Team's current work load and the ability to dedicate appropriate personnel to complete this project professionally and in a timely manner.
- h. When would your Project Team be available to begin working on this project?

##### **Questions regarding the firm.**

- a. Has the firm demonstrated experience in completing similar projects on time and within budget?
- b. How successful is the general history of the firm regarding timely and successful completion of projects?
- c. Has the firm provided letters of reference from previous clients?

##### **4.02 Project Time Frame:**

Twenty-Five Percent (25%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a. December 31, 2005 has been targeted as a completion date for this project. In your best estimation, is this a realistic time frame?
- b. Given the projected schedule, what problems do you foresee in meeting this schedule?
- c. What problems typically cause scheduling delays with this type of project?
- d. What would your firm's recommendations be for accomplishing the hospital's goals?
- e. What would you see as the best schedule to get this project completed ASAP?
- f. Describe your firm's estimated time frames for completion of the following project steps:
  - development of preliminary design plans,
  - final construction plans and specifications,
  - preparation of project advertisement and completion of the necessary bidding documents,
  - handling/overseeing the project bid opening,
  - preparation of construction (contractor) contracts. The state hospital has certain requirements that need to be addressed in each of the specific construction contracts: firm's federal identification #, taxable year, proof of insurance, etc.

#### **4.03 Project Coordination/Administration:**

Fifteen Percent (15%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

a. In coordinating/administering the project:

How many site visits/inspections will your firm make during actual construction, as part of your negotiated contractual fee?

Will your firm provide an on-site project coordinator to handle contractor and state hospital concerns?

Will your firm hold weekly construction meetings with all involved contractors to address the project status and any concerns?

Will your firm coordinate and approve all contractor pay requests and project change orders?

What will your firm do to keep the contractors on schedule?

Will your firm provide the hospital with a complete set of Computer Assisted Design (CAD) drawings and a disc for the building plan renovations?

#### **4.04 Information Regarding Electrical Distribution Systems:**

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

a. Describe your Project Team's familiarity with code requirements that must be followed during this project?

b. Having toured the Electrical Distribution Building where the construction will be performed; what alternative(s) do you see are available for accomplishing the hospital's renovation plans, keeping in mind the budget appropriation and the need to comply with regulatory agency requirements.

c. Based on other electrical distribution systems that your firm has worked on:

How were they similar to the hospital's?

What were some of the difficulties that you ran into? How were they resolved?

Were there any difficulties with the contractors or cost overruns?

#### **4.05 Additional Information:**

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

a. Should actual construction bids for this project exceed the budget allocation that the hospital has available for this project, what action/recommendation would your firm make to the hospital?

b. Describe your firm's method of establishing a contractual fee for services for this project.

would your firm work on a flat fee basis that included all costs, i. e., reimbursable expenses, per diem, travel, telephone.

would your negotiated fee include providing all the services identified to complete this project?

c. What factors does your firm think should be considered by the selection committee in choosing an electrical engineering firm?

d. Why should we hire your firm?

e. Does your firm have any additional information that they wish to provide at this time.

#### **4.06 Fee Proposal:**

Ten Percent (10%) of the total possible evaluation points will be assigned to the firm's fee proposal. Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

#### **4.07 Oral Presentations:**

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to make an oral presentation and attend an on-site interview to discuss their proposed solution to the hospital's evaluation committee. The basis for selection will be the three highest overall scores.

<b>DATE</b>	Thursday, June 23, 2005 and Friday, June 24, 2005
<b>PLACE</b>	Times will be arranged with firms Administrative Conference Room 2 <sup>nd</sup> Floor of Learning Resource Center
<b>STREET ADDRESS</b>	State Hospital Campus
<b>CITY, STATE</b>	Jamestown, North Dakota

Offerors will be responsible for all costs associated with the providing the demonstration.

## **SECTION FIVE PROPOSAL FORMAT AND CONTENT**

### **5.01 Proposal Format and Content**

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### **5.02 Introduction**

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### **5.03 Understanding of the Project**

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

### **5.04 Methodology Used for the Project**

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

### **5.05 Management Plan for the Project**

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

### **5.06 Experience and Qualifications**

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above.



If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide four reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

### **5.07 Fee Proposal**

Describe your firm's method of establishing a contractual fee for services for this project. For example: (a) would your firm work on a flat fee basis that included all costs, i. e., reimbursable expenses, per diem, travel, telephone, (b) would your negotiated fee include providing all the services identified to complete this project?

The fee proposal must include an itemized list of all direct and indirect costs associated with the performance of the contract, including hourly rates for personnel and direct expenses for printing, copying, travel, telephone, etc. All costs associated with the contract must be stated in U.S. currency.

Offerors should describe any discount terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

### **5.08 Required Enclosures**

Offerors will be required to provide the following documents;

- Current copies of all licenses or certifications required to be held by the N. D. Century Code and the N. D. Board of Professional Engineers and Land Surveyors
- A list of current and projected projects which the firm is working on which may run concurrent with the proposed project and key personnel assigned to each project.
- A list of recent and current work performed for the Department of Human Services, State Hospital and/or the State of North Dakota.
- A written narrative describing why the firm is best qualified to perform the services outlined in this project.
- A **Schedule of Rates and Reimbursable Expenses** to be charged during the duration of the project.
- Certificate(s) of insurance indicating appropriate coverage.
- A Workers Compensation statement indicating firm's current payment status.
- Proof of income, sales and use tax clearance

## **SECTION SIX STANDARD PROPOSAL INFORMATION**

### **6.01 Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

### **6.02 State Not Responsible for Preparation Costs**

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **6.03 Conflict of Interest**

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

### **6.04 Offeror's Certification**

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **6.05 Offer Held firm**

Proposals must remain open and valid for at least thirty (30) days from the deadline specified for submission of proposals. In the event award is not made within thirty (30) days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

## **6.06 Amendments to Proposals and Withdrawals of Proposals**

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

## **6.07 Subcontractors**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

Any subcontractor must certify that it complies with section 6.04 Offeror's Certification.

## **6.08 Joint Ventures**

Joint ventures will not be allowed.

## **6.09 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws**

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

#### **6.10 Evaluation of Proposals**

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

#### **6.11 Right of Rejection**

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be non-responsive, and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

#### **6.12 Clarification of Offers**

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

### **6.13 Preference Laws**

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A “resident” North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

[http://tpps.das.state.or.us/purchasing/pref-law/reciprocal\\_detail.php](http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php) or contact the North Dakota State Procurement Office at 701-328-2683.

### **6.14 Contract Negotiation**

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

### **6.15 Notice of Intent to Award - Offeror Notification of Selection**

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent to Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

### **6.16 Protest and Appeal**

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

## **SECTION SEVEN - ATTACHMENTS**

### **7.01 Attachments**

- A. Contract Template
- B. Sample Notice of Award
- C. Offeror Checklist

## ATTACHMENT A

### SAMPLE CONTRACT TEMPLATE

#### CONTRACT #

#### **NORTH DAKOTA STATE HOSPITAL PURCHASE OF SERVICE AGREEMENT ELECTRICAL ENGINEERING SERVICES**

**WHEREAS**, the State of North Dakota, acting through its North Dakota Department of Human Services, and its STATE HOSPITAL, 2605 CIRCLE DRIVE, JAMESTOWN, NORTH DAKOTA 58401 (State), has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

**WHEREAS**, [VENDOR] (Vendor), proposes to provide those services;

**NOW, THEREFORE**, the State and Vendor enter into the following:

**I. TERM OF THE AGREEMENT**. The term of this agreement shall be from the \_\_\_\_ day of \_\_\_\_, 20\_\_ through the \_\_\_\_ day of \_\_\_\_, 20\_\_. However, this agreement may be terminated with or without cause by either party giving the other party 30 days prior written notice.

**II. SCOPE OF SERVICE**. Vendor agrees to provide professional electrical engineering services to the State for a \_\_\_\_\_ project on the North Dakota State Hospital campus. All services shall be performed by duly licensed professionals qualified to perform these services by their education, training and experience as required by N.D.C.C. Chapter §43-19 Professional Engineers

Vendor shall provide the following services in completing the above identified scope of service:

- A. Prepare final electrical engineering design documents and specifications, and provide these documents and specifications to the project coordinator, to be included with the final project specifications that will be reviewed and approved by appropriate regulatory agencies.
- B. Perform "as requested" construction site inspections.
- C. Review and approve shop drawings, samples, maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, results of tests and inspections and other data submitted by general and electrical contractor(s).
- D. Conduct a final site inspection.
- E. Review contractor's operation and maintenance manuals for the State Hospital.
- F. Provide record drawings on CAD.

#### **VENDOR OBLIGATIONS**

- A. Perform all services and functions in strict accordance with currently approved methods and practices in the field of Electrical Engineering, and warrant that all work rendered under this agreement shall be performed by licensed, insured personnel qualified to perform such services by their education, training and experience, in a competent, efficient, and satisfactory manner.
- B. Obtain and pay for any permits, licenses and/or inspections required by federal, state or city law to perform these services.

**STATE OBLIGATIONS.**

- A. Coordinate scheduling of services outlined above.
- B. Provide Vendor with all known drawings and/or specifications for the building(s) included in this project.
- C. Make available to the Vendor any building keys necessary to obtain access to the designated work area.

**III. COMPENSATION.** The State, upon written request of the Vendor, agrees to pay the Vendor based on Vendor's fee schedule for completing the scope of service. In addition the State agrees to reimburse the Vendor for reimbursable expenses incurred in connection with providing these services on the basis of actual cost. The total amount of this agreement is not to exceed \$ \_\_\_\_\_. Written request for payment shall be submitted to the State Hospital's Physical Plant Director for final approval and processing. The State shall pay the Vendor within thirty (30) days from the receipt of the invoice.

**IV. VENDOR'S UNDERSTANDING OF TERM OF FUNDING.** The Vendor understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

**V. VENDOR ASSURANCES.** This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).

The vendor certifies by signing this agreement that neither the vendor, subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the federal government.

Vendor shall be an approved vendor with the office of management and budget within the state of north dakota as required by NDCC § 54-44.4-09.

**VI. AUTHORITY TO CONTRACT.** The Vendor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Vendor may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Vendor agrees to be solely responsible for the performance of any subvendor.



**VII. INDEPENDENT ENTITY.** The Vendor shall perform as an independent entity under this agreement. The Vendor, its employees, agents or representatives are not employees of the State for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities under this agreement.

**VIII. NONPERFORMANCE.** Failure by the Vendor to perform the term of this agreement shall constitute a breach of contract, and shall result in the immediate termination of the agreement. In the event of a termination for breach by the Vendor, the State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Vendor, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Vendor be caused by circumstances, beyond the control of the Vendor, and no fault of its own, so as to render the agreement impossible of performance by the Vendor, then the agreement shall be terminated. In the event of a breach, by the Vendor, in such circumstances, the State may set off, against any liability or obligations owed to the Vendor, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but shall not be entitled to liquidated damages.

The State shall give written notice, to the Vendor, of the termination, which notice shall specify the effective date thereof.

**IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS.** It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated at the option of the State, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**X. INDEMNITY.** Vendor agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (North Dakota), from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of North Dakota's sole negligence. The legal defense provided by Vendor to North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary. Vendor also agrees to defend, indemnify, and hold North Dakota harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of this agreement.

**XI. INSURANCE.** Vendor shall secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota: 1) automobile liability; and 2) workers' compensation insurance all covering the Vendor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for automobile liability coverage and statutory limits for workers' compensation.

Vendor shall also secure and maintain during the term of this agreement and for at least twelve (12) months thereafter from an insurance company authorized to do business in North Dakota, professional liability insurance covering its liability for acts, errors or omissions in providing or failing to provide professional services required under this agreement, with a minimum coverage limit of \$500,000 per claim.

Vendor's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Vendor's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Vendor.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company, Inc.

The State will be indemnified, saved and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above.

**XII. ACCESS TO BOOKS AND RECORDS.** The State, federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit, examination, or making excerpts and transcripts. This documentation shall be available for a period of three (3) years or until an audit is completed and closed, whichever occurs later.

**XIII. NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

**XIV. INTEGRATION AND MODIFICATION.** This contract constitutes the entire agreement between the Vendor and the State. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

**XV. COLLATERAL CONTRACTS.** Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

**XVI. APPLICABLE LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

**XVII. OWNERSHIP OF WORK PRODUCT.** All services of the Vendor which result from this contract are the exclusive property of the State.

The documents prepared as part of this agreement are not for re-use by the State or others for modification of this project or on any other project. The State takes sole responsibility for any future use of documents and agrees to indemnify Vendor for any claims, costs, losses or damages resulting from any future use of documents.

**VENDOR**

By \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_  
**Vendor's Federal Identification Number**

**STATE OF NORTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES**

By \_\_\_\_\_ **DATE** \_\_\_\_\_  
**ALEX C. SCHWEITZER  
SUPERINTENDENT  
NORTH DAKOTA STATE HOSPITAL**

By \_\_\_\_\_ **DATE** \_\_\_\_\_  
**KRISTA L. ANDREWS  
CONTRACT OFFICER**

**ATTACHMENT B**

**STATE OF NORTH DAKOTA  
DEPARTMENT OF HUMAN SERVICES  
NORTH DAKOTA STATE HOSPITAL  
2605 CIRCLE DRIVE  
JAMESTOWN, NORTH DAKOTA 58401  
(701) 253-3954 (Phone)  
(701) 253-3938 (Fax)**

***DATE***

**NOTICE OF INTENT TO AWARD**

Request for Proposal (RFP) #325-05-06-029 Electrical Engineering Services was issued by the State Hospital on May 26, 2005.

The following vendors submitted proposals in response to the RFP:

***LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.***

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to ***NAME OF SUCCESSFUL OFFEROR.***

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the North Dakota State Hospital, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) 253-3954.

Sincerely,

Steve Brubakken  
Procurement Officer

## **ATTACHMENT C**

### **CHECKLIST FOR OFFERORS**

Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.

Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.

Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.

Comply with minimum requirements for experience.

Comply with professional licensing requirements, and provide copies of certifications, if required.

Provide the information about the qualifications of the firm and individuals that will be working on the project.

Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

Provide the required number of references.

- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label and sections of the proposal you feel contain confidential information.